

## SUMMARY OF CHANGES

**Disclaimer:** The government provides this Summary of Changes from the draft Request for Proposal (RFP) to the formal RFP via FedBizOps as a courtesy to industry. If there are any differences between the draft RFP and the formal RFP, then the formal RFP takes precedence. The formal RFP is the only document that should be relied upon in determining the government's requirements. Also, any future changes to the formal RFP will be captured in official RFP amendments to be posted via FedBizOps.

### I. Summary of Changes in sections A to K.

1. Page 4 of 76: CLIN 0007, change Exhibit "A" to "B."
2. Page 5 of 76: para. B.1, CLIN 0007, change Exhibit "A" to "B."
3. Page 5 of 76: add para. B.2, Special Note on Quantity and Amount.
4. Page 6 of 76: change Exhibit "A" to "B." Add "Task orders may require additional specific CDRLs." to CLIN 0007.
5. Page 6 of 76: para. C.2, change to read [...] "and the contractor shall provide a proposal utilizing the contract labor categories and burdened fixed rates set forth in Section J, Attachment 5, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003 and 0004." After award [...]. Labor categories and hours proposed and performed, however, are "cost or pricing data" and are subject to the Truth in Negotiations Act for task orders that exceed the Truth in Negotiations Act dollar threshold."
6. Page 12 of 76: clause 5252.216-9506, change to read, "As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is the amount proposed for Mobilization, which shall not be less than \$100; the maximum quantity is 771,469 hours."
7. Page 12 of 76: clause 5252.247-9505, change Exhibit "A" to "B."
8. Page 20 of 76: clause 5252.242-9513: change the second sentence to read "The task order 0001 issued under CLIN 0001, Mobilization, concurrent to award of this contract will meet the Government's minimum requirement."
9. Page 20 of 76: insert clause 5252.215-9512, Savings Clause, which was inadvertently left out in the draft RFP, by full text.
10. Page 22 of 76: clause H.1, add (MARCH 2016) and change to read as follows:

*Each task order to be issued under CLINs 0002, 0003 and 0004 will be pre-negotiated with an estimated cost and an established fixed fee dollar amount using the same percentage used for the contract. For task orders to be issued under CLINs 0002, 0003, and 0004, the Government will request a proposal for each task order, and the Contractor shall provide a proposal in response to the Government's request, utilizing only the contract labor categories and competed fixed burdened labor rates established in Section J, Attachment 5, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003, and 0004." The negotiated labor categories and labor hours, along with corresponding competed fixed burdened labor rates, will be used to establish an "estimated cost" for each task order. The fixed fee dollar amount will be negotiated for each individual task order using the same percentage the offeror used to propose its fixed fee for the particular CLIN under which the task order falls.*

*After award of a task order issued under CLINs 0002, 0003, or 0004, for the actual hours incurred under the task order, the Contractor will be reimbursed at the competed fixed burdened labor rates, exclusive of fee, set forth in Section J, Attachment 5, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003, and 0004." The fixed fee dollar amount will be paid in accordance with clause 5252.211-9503, "Level of Effort (Cost Reimbursement)" and clause 5252.232-9510, "Payment of Fixed Fee." Travel and materials will be paid on actual costs incurred. No fee shall be applicable to travel or material costs.*

*If the actual cost of the task order falls under 90% of the task order's original estimated cost, then the Government is entitled to issue a unilateral task order modification reducing the fixed fee amount for that task order in accordance with clause 5252.211-9503, "Level of Effort (Cost Reimbursement)." In the event the task order work cannot be completed within the estimated cost of the task order, the Government may require more effort under that task order, without an increase in the fee dollar amount, provided the Government increases the estimated cost of that task order with a unilateral task order modification, and provided the estimated cost of the task order remains within the 110% range set forth in clause 5252.211-9503, "Level of Effort (Cost Reimbursement)." If the additional effort to be placed on the task order exceeds 110% of the original estimated cost of the task order, the Contractor is entitled to negotiate additional fee, using the same percentage the offeror used to propose its fixed fee for the contract, which will then be placed on the task order via a bilateral task order modification.*

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*All qualifications of the labor proposed and actually provided to perform the task order, whether provided by the prime contractor or a subcontractor, shall comply with the labor qualifications set forth in Section J, Attachment 2, "Contract Labor Categories and Qualifications." Failure to comply with the contract's labor category qualifications set forth in Attachment 2 is a material breach of the contract.*

*If a labor category is identified in Attachment 2 as a Key Personnel, only the Contracting Officer is authorized to approve a substitution, as stated at clause 5252.237-9501, "Addition or Substitution of Key Personnel." While the competed fixed burdened labor rates are not subject to the Truth in Negotiations Act, the labor categories and hours proposed and performed are "cost or pricing data" and are subject to the Truth in Negotiations Act (TINA) for task orders that exceed the TINA dollar threshold.*

*Labor hours incurred under each task order will be paid at the burdened fixed labor rates set forth in Section J, Attachment 5 of the contract, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003 and 0004."*

*For the actual labor hours incurred in performance of task orders issued under CLINs 0002, 0003, and 0004, the Contractor will be paid at the competed fixed burdened labor rates, exclusive of fee, established in Section J, Attachment 5 of the contract, "Contractor's Burdened Fixed Labor Rates Used for Reimbursement Under CLINs 0002, 0003 and 0004." The fixed fee will be negotiated on each individual task order using the same percentage used for the contract, and will be paid in accordance with clause 5252.211-9503, Level of Effort (Cost Reimbursement) and clause 5252.232-9510, "Payment of Fixed Fee."*

11. Page 28 of 76: add clause 5252.209-9510, Conflict of Interest, in full text.
12. Page 32 of 76: add clause 52.209-11, Delinquent Tax Liability or a Felony Conviction under any Federal Law, as a reference.
13. Page 33 of 76: clause 52.216-19, para. (b)(2), change to read, "Any order for a combination of items in excess of 848,594 hours (110% x 771,469 hours); or"
14. Page 38 of 76: Add "Exhibit B, Contract Data Requirement Lists (CDRLs) B001 and B002."
15. Page 47 of 76, add "Austin E. Brookshire" as the PCO's name.

Total of changes in this part: 15

## **II. Summary of Changes in sections L to M.**

16. Page 49 of 76: Section L.A.3.0, Proposal Volumes, change the first para. to read, "All proposals must be UNCLASSIFIED. Each volume of the proposal shall be submitted as one paper original with additional paper and separate Compact Disk Read-Only Memory (CD-ROM) copies as specified in the table below. The separate CD-ROM copy of the Technical Volume and the separate CD-ROM copy of the Past Performance Volume must be fully compatible with Microsoft Office 2010. For information not supported by Microsoft Office products, the offeror must provide the latest Adobe Acrobat reader on each CD-ROM. The separate CD-ROM copy of the Price Volume must be provided in Microsoft Office 2010 Excel format, with spreadsheets unprotected. Each separate CD-ROM is to be labeled for content and the offeror's name. If a discrepancy exists between the original paper version of the proposal and a CD-ROM "copy," the paper original will take precedence."
17. Page 49 of 76: change Microsoft Office "2007" to "2010" and add title "Table 1, Page Limitation for each Volume."
18. Page 50 of 76: para. 4.2, Important Notice, replace "onboard" with "in."
19. Page 51 of 76: para. 7.0, delete "to him."
20. Page 52 of 76: para. 1.2, change to read as follows:

*The offeror shall describe its management approach for recruiting qualified personnel, its plan for retaining qualified employees, and how the offeror will address employee-turnover issues.*

*To comply with FAR provision 52.222-46, the government will evaluate each offeror's Technical/Management proposal and, under the Cost/Price Factor, compare the offeror's proposed burdened fixed labor rates set forth in Section J, Attachment 5, to the burdened labor rates the government has provided in Attachment L-5, "Department of Labor Standard Hourly Wages." In addition, the government may also compare the offeror's proposed burdened fixed labor rates to the rates proposed by other offerors. See Section M.*

21. Page 52 of 76: para. 1.3 (a), add title "Table 2, Organizational Structure Chart."

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22. Page 53 of 76: para. 1.5(a) change L-3 to L-2; add "(same person)" to the Program Manager category for each of the three locations; and swap the numbers b and c between "Key Personnel Contingent Hire Letters of Intent" and "Attachment L-3."
23. Page 54 of 76, add notes: *"For each location, the government prefers one Program Manager who works at both government site and contractor's site."*
24. Page 56 of 76: section L.B.2.0, Volume II, Past Performance, delete, *"Note: This volume shall not contain any reference to the cost/price aspects of the offer."*
25. Page 56 of 76: para. 2.1.d, replace "joint venture" with "join venturer."
26. Page 57 of 76: delete the word "relevance" in para. 2.2; and re-number Table 1 to Table 3.
27. Page 58 of 76: rewrite para a. to read, *"For each past performance contract reference, the offeror shall provide available CPARS and Past Performance Questionnaires that address the areas other than the past performance problems discussed further below. The government does not want to receive, and will not evaluate, an offeror's self-described assertions of demonstrated past performance."*; and delete the *Regulatory Compliance* para.
28. Page 59 of 76: para. 3.1, Cost/Price Volume: add two paragraphs to read:

*The offeror shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The proposed compensation levels should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty.*

*At the minimum, the offeror shall submit a total compensation plan that:*

- a. *Reflects a sound management approach and understanding of the contract requirements;*
- b. *Provides supporting information in establishing the total compensation structure;*
- c. *Demonstrates an ability to provide uninterrupted high-quality work; and*
- d. *Is an acceptable total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract.*

29. Page 59 of 76: para 3.2, add a sentence to read, *"The proposed amount for Mobilization must be at least \$100 and will be used as the contract minimum quantity."*
30. Page 59 of 76: para. 3.3 title: replace CLIN with CLINs.
31. Page 60 of 76: para. 3.3(c), change to read, *"If an offeror's proposed burdened labor rate is 10% or more lower than the government-provided rates set forth in Attachment L-5, the offeror must explain why its salaries and fringe benefits are adequate to attract, recruit, and retain suitably qualified personnel to meet requirements. Such information may include data, such as recognized national and regional compensation surveys, and studies of professional, public, and private organizations used to establish the offeror's total compensation structure."*
32. Page 60 of 76: update the remaining para. to read as follows:

d. *Fee. The awarded contract will contain the offeror's proposed fixed fee dollar amount, which is the fee percentage multiplied by the offeror's total estimate. No fees shall be applied to travel and material estimates. The proposed fixed fee shall not exceed the statutory limitation of 8% specified in the 5252.215-9512, "Savings Clause" found in section G of the solicitation. The fixed fee dollar amount will be negotiated for each individual task order using the same percentage the offeror used to propose a fixed fee for the contract. The fixed fee dollar amount will be paid in accordance with clause 5252.211-9503, "Level of Effort," and clause 5252.232-9510, "Payment of Fixed Fee."*

e. *The offeror also shall conduct and provide with the proposal an appropriate price analysis consistent with FAR 15.404-3 to establish the reasonableness of proposed subcontractor prices. In some cases, the subcontractor may deny the offeror access to the subcontractor's proprietary price data, but it does not alleviate the offeror's obligation with respect to conducting price analysis to determine that the overall subcontract price is fair and reasonable.*

f. *The labor categories and estimated labor hours set forth in the charts below for CLINs 0002, 0003, and 0004 are based upon historical actuals and the Jacksonville program office's estimate of increased business in the future. The program office used historical hours obtained from 15 task orders issued under the previous contract, Contract No. N61340-11-D-1010, with varying periods of performance between August 2014 to June 2016. Of the total 771,469 estimated labor hours set forth in the charts, 684,880 of the hours are based upon those historical actuals. The remaining number of estimated labor hours, 86,589 hours, is based upon the Jacksonville program office's estimate of increased future business based on existing task orders, current customers with increasing requirements, and potential customers that may be using the contract in the future. For example, Joint Strike Fighter and the P-8 program are using the contract now, and workload could increase for those programs. In addition, Triton, PaveHawk, and MQ-8 are new programs that may use the contract in the*

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future.

g. **CLIN 0002, Logistics and Technical Support Services in JAX, FL**

The government's estimate of the labor hours for the proposed work effort under CLIN 0002 is identified in the Table 4 below, entitled "CLIN 0002 Estimated Labor Hours." All hours are straight-time hours, with only one day-time shift.

33. Page 60 of 76: re-number Table 2 to Table 4.
34. Page 61 of 76: re-number Table 3 to Table 5.
35. Page 62 of 76: re-number Table 4 to Table 6.
36. Page 63 of 76: add title "Table 7, Travel and Material Estimate."
37. Page 63 of 76: para. 3.6(b), change to read "A completed copy of Section B of the solicitation, with the Estimated Cost (MAX Cost), Fixed Fee, and Total Estimated Price (MAX Cost + Fee) filled in."
38. Page 64 of 76: re-number Table 5 to Table 8 and change the List of Section L Attachments to read as follows:

| Attachment Number | Electronic File Title                 | Attachment Name                           |
|-------------------|---------------------------------------|---|
| L-1               | FRCSE Visit Access-Badge Requests     | L-1 FRCSE Visit Access-Badge Requests     |
| L-2               | Vol I Resume Format                   | L-2 Vol I Resume Format                   |
| L-3               | Vol I Workforce Qualifications        | L-3 Vol I Workforce Qualifications        |
| L-4               | Vol II Past Performance Questionnaire | L-4 Vol II Past Performance Questionnaire |
| L-5               | FAR 52.222-46 Hourly Wages            | L-5 FAR 52.222-46 Hourly Rates            |

39. Page 67 of 76: section M.A.3.0, Award on Initial Proposals, delete from "The offeror's initial proposal" through "Not award to any offeror."
40. Page 67 of 76: para 4.0, change the second sentence to read "The Technical/Management and Past Performance Factors are of approximately equal importance."
41. Page 67 of 76: rewrite the last paragraph to read, "Because a successful offeror's evaluated strengths and weaknesses and past performance are generally exempt from release under the Freedom of Information Act, 5 U.S.C. § 552 — but so that unsuccessful offerors may have some idea of where they stood in the evaluation compared to the successful offeror — the government will assign one of the Technical/Management Factor and Past Performance Factor ratings below. The selection official, however, will not base his or her decision on the ratings because ratings are merely guides to intelligent decision making. The selection official will perform a tradeoff between offerors' evaluated prices and their evaluated Technical/Management Factor strengths, weaknesses, and deficiencies and their relevant positive and negative assessments under the Past Performance Factor."
42. Page 68 of 76: Technical-Management Factor Ratings, re-number Table 6 to Table 9.
43. Page 69 of 76: Past Performance Factor Ratings, re-number Table 7 to Table 10; and rewrite the para. to read, "The government will assign one of the following performance confidence assessment ratings to the offeror's Past Performance Factor based upon the government's confidence that the offeror will successfully perform the solicitation's requirements based upon the offeror's relevant past and present performance record."
44. Page 69 of 76: section M.B.1.2, Recruitment and Retention, rewrite to read as follows:

The government will evaluate the offeror's proposed management approach to assure that it reflects a sound management approach and understanding of the contract requirements to obtain the quality of professional services needed for adequate contract performance, to include an assessment of the offeror's ability to provide uninterrupted high-quality work. Thus, the government will

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evaluate how well the offeror's proposed management approach is likely to result in recruiting and retaining qualified personnel. In addition, the government will assess the likelihood that the offeror will be able to replace qualified personnel with other qualified personnel in the event of turnover.

To comply with FAR provision 52.222-46, the government will evaluate each offeror's Technical/Management proposal and, under the Cost/Price Factor, compare the offeror's proposed burdened fixed labor rates set forth in Section J, Attachment 5, to the burdened labor rates the government provided in Attachment L-5, "Department of Labor Standard Hourly Wages," as well as other offerors' proposed rates. See the Cost/Price Factor, below.

45. Page 70 of 76: section M.B.1.5, Personnel Qualifications, re-write to read as follows:

a. Attachment L-2, Key Personnel Resumes: The government will evaluate Key Personnel resumes provided in the Attachment L-2 format to assess whether the Key Personnel meet or exceed the minimum requirements set forth in Section J, Attachment 2, "Contract Labor Categories and Qualifications."

b. Key Personnel Contingent Hire Letters of Intent: The government will assess whether required Letters of Intent are submitted and completed correctly.

c. Attachment L-3, Workforce Qualifications Spreadsheet: The government will assess whether the offeror correctly completed Attachment L-3 for each current, contingent, and prospective hire employee proposed under the solicitation. The government will evaluate the offeror's proposed non-key personnel functional responsibilities and labor qualifications, including education and experience, to determine whether the offeror proposes non-key personnel who meet the minimum qualifications set forth in Attachment 2, "Contract Labor Categories and Qualifications." Other things being equal, current and contingent hires will generally be given greater weight and credit than prospective hires.

d. The government will not use information proposed in Attachment L-3, Workforce Qualifications Spreadsheet, to evaluate education, experience, and qualifications of Key Personnel. The government will use only information proposed in Attachment L-2, Key Personnel Resumes, to evaluate education, experience, and qualifications of Key Personnel.

46. Page 71 of 76: para 2.0, replace "joint venture" with "join venturer."

47. Page 72 of 76: renumber Table 8 to 11, Past Performance Contract Relevancy Ratings; and place it here.

48. Page 72 of 76: delete "Regulatory Compliance" para.

49. Page 73 of 76: change "Government's Estimate Price for CLIN 0002" to "Offeror's Estimate for CLIN 0002;" change "Government's Estimate Price for CLIN 0003" to "Offeror's Estimate for CLIN 0003;" and change "Government's Estimate Price for CLIN 0004" to "Offeror's Estimate for CLIN 0004."

50. Page 73 of 76: para. 3.1(a), add a sentence to read, "The proposed amount for Mobilization must be at least \$100 and will be used as the contract minimum quantity."

51. Page 73 of 76: para. 3.1(b), change to read, "Offerors shall propose burdened fixed labor rates for the labor categories set forth in Table 4 in Section L by inserting each fixed labor rate in the corresponding labor category in Attachment 5, which is an attachment to the contract. The burdened fixed labor rates will be multiplied by the estimated labor hours for each labor category to calculate the offeror's estimate for CLIN 0002."

52. Page 74 of 76: para. 3.1(c), change the first two sentences to read, "The dollar amount proposed for fixed fee will be added to the offeror's estimate. The total fixed fee dollar amount is the offeror's fee percentage based upon the offeror's estimate."

53. Page 74 of 76: para.3.1(d), change to read, "Offerors shall propose burdened fixed labor rates for the labor categories set forth in Table 5 in Section L by inserting each fixed labor rate in the corresponding labor category in Attachment 5, which is an attachment to the contract. The burdened fixed labor rates will be multiplied by the estimated labor hours for each labor category to calculate the offeror's estimate for CLIN 0003."

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54. Page 74 of 76: para. 3.1(e), change the first two sentences to read, *“The dollar amount proposed for fixed fee will be added to the offeror’s estimate. The total fixed fee dollar amount is the offeror’s fee percentage based upon the offeror’s estimate.”*
55. Page 74 of 76: para. 3.1(f), change to read, *“Offerors shall propose burdened fixed labor rates for the labor categories set forth in Table 6 in Section L by inserting each fixed labor rate in the corresponding labor category in Attachment 5, which is an attachment to the contract. The burdened fixed labor rates will be multiplied by the estimated labor hours for each labor category to calculate the offeror’s estimate for CLIN 0004.”*
56. Page 74 of 76: para. 3.1(g), change the first two sentences to read, *“The dollar amount proposed for fixed fee will be added to the offeror’s estimate. The total fixed fee dollar amount is the offeror’s fee percentage based upon the offeror’s estimate.”*
57. Page 74 of 76: para. 3.1(h), change to read, *“The government will use the travel and material estimates that are set forth in Table 7 in Section L as part of the Total Evaluated Cost.”*
58. Page 74 of 76: change to read *“Total Estimated Price.”* [...]
59. Page 75 of 76: para 3.4, change to read as follows:

**3.4. FAR Provision 52.222-46.** *The government has not requested pricing information to perform a price realism analysis on CLIN 0001, or CLINs 0002, 0003, and 0004. To comply with FAR provision 52.222-46, however, the government will evaluate each offeror’s Technical/Management proposal in accordance with the Technical/Management Factor and, under this Cost/Price Factor, compare the offeror’s proposed burdened fixed labor rates set forth in Section J, Attachment 5, to other offerors’ proposed rates, as well as the burdened labor rates the government has provided in Attachment L-5, “Department of Labor Standard Hourly Wages.”*

*If an offeror’s proposed burdened labor rate appears unrealistically low or not in reasonable relationship to the various labor categories, the offeror’s proposal may indicate a lack of sound management judgment and/or a lack of understanding of contract requirements that may impair the offeror’s ability to attract and retain quality professional service employees needed for adequate contract performance and uninterrupted high-quality work.*

*Thus, if an offeror’s proposed burdened labor rate is 10% or more lower than the government-provided rates set forth in Attachment L-5, the offeror must explain why its salaries and fringe benefits are adequate to attract, recruit, and retain suitably qualified personnel to meet requirements. Such information may include data, such as recognized national and regional compensation surveys, and studies of professional, public, and private organizations used to establish the offeror’s total compensation structure.*

*Because professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the contractor’s ability to attract and retain competent professional services employees, it may be viewed as evidence of a failure to comprehend the complexity of the contract requirements. Depending upon the severity of the issue, it could result in a stated weakness in the government’s evaluation of the offeror’s Technical/Management proposal under the Technical/Management Factor of this solicitation, which could, depending upon the severity of the issue, adversely impact the offeror’s Technical/Management Factor assessment and/or Technical/Management Factor rating. Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.*

60. Page 75 of 76: para. 3.5(b), change to read, *“A completed copy of Section B of the solicitation, with the Estimated Cost (MAX Cost), Fixed Fee, and Total Estimated Price (MAX Cost + Fee) filled in.”*

Total of changes in this part: 45

### III. Changes in Attachments L.

1. Swap numbers between L-2 and L-3 attachments to be consistent.
2. Attachment L-5, under CLIN 0002, correct category Logistics Engineer from “Engineer/Scientist II (Logistics Engineer)” to “Logistics Engineer (Engineer/Scientist II).”

Total of changes in this part: 2

**IV. Changes in Attachment J.**

1. Exhibit B: fix CDRLs B001 and B002 with correct CLIN and SOW para.
2. Attachment 1, SOW:
  - a. add headers;
  - b. remove para. 3.1.8.2.e, MILCON, and re-number the rest of 3.1.8.2; and
  - c. remove *“Execute Supportability Test Plans and”* off para. 3.2.11.2.
3. Addendum to Attachment 1:
  - a. add header; and
  - b. remove lines 2 and 3 in the Surveillance Activity Checklist.
4. Attachment 2: update with better specifications.
5. Attachment 5, under CLIN 0002, correct category Logistics Engineer from “Logistics Engineer (Engineer/Scientist II)” to “Engineer/Scientist II (Logistics Engineer).”

Total of changes in this part: 5

- Special Notes on Attachments 6, 7, 8 and 9: these are DoD’s mandatory attachments for Government-furnished Properties (GFP). Although this solicitation has no GFP, we must have these attachments with GFP items listed as N/A.